

----- Forwarded message -----

From: **Ran Hammer** <RanH@gkh-law.com>
Date: Tue, May 10, 2016, 9:22 AM
Subject: SubletSpy Terms of Service
To: Ari Teman <ari@friendorfraud.com>
Cc: Jonathan Irom <jonathani@gkh-law.com>

Hi Ari,

Attached please find the following documents for SubletSpy, based on the drafts you provided -

1. General Terms of Service.
2. Payment Terms.
3. Governing Law and Dispute Resolution Terms.
4. Privacy Policy.

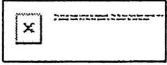
The privacy policy is attached in both clean version and marked in redline against the existing version. The other documents are provided in clean version, since we moved things around and separated the original terms of service into the different documents.

We apologize for the delay in getting this back to you, our firm was on vacation during Passover.

Please don't hesitate to reach out with any questions or comments.

Best regards,

Ran



Ran Hammer, Adv. | Gross, Kleinhendler, Hodak, Halevy, Greenberg & Co.

E-mail: ranh@gkh-law.com | [View Profile](#) | [Download vCard](#)

One Azrieli Center, Round Building | Tel Aviv 6701101, Israel | Website: www.gkhlaw.com

Mobile: +972-54-434-1676 | Office: +972-3-607-4807 | Fax: +972-3-6074590

This message contains information that may be confidential or privileged.

If you are not the intended recipient, you may not use, copy or disclose to anyone any of the information in this message.

If you have received this message and are not the intended recipient, kindly notify the sender at: ranh@gkh-law.com and delete this message from your computer. Thank you.

SubletSpy

Terms of Service

Last Revised: May 10, 2016

HI THERE!

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Touchless Labs LLC, a Delaware Corporation (hereinafter referred to as “SubletSpy”, “we”, “us”, or “our”) welcomes you (“User(s)” or “you”) to our website at: <https://subletspy.com> (the “Site”) which can be used to acquire monitoring services of public content for the purpose of discovering listings and content which may indicate illegal sublets (the “Service(s)”). You may use the Site and any Services acquired by you from SubletSpy in accordance with the terms and conditions hereunder. It is hereby made clear that the term “Site” shall also include any “Services” provided by SubletSpy, whether subscribed for through the Site or offline. You may use the Site in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By using the Site and/or the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and/or the Services and constitute a binding legal agreement between you and SubletSpy.

By entering, connecting to, accessing or using the Site, you also acknowledge that you have read and understood the terms of our **Privacy Policy** which is available at: <http://subletspy.com/legal/privacy.php> and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Site.

VIOLATING THESE TERMS MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO OBTAIN INFORMATION FROM OR OTHERWISE CONTINUE USING THE SITE AND/OR THE SERVICES AND YOU ARE REQUESTED NOT ENTER INTO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.

The Site is available only to individuals who (a) are at least eighteen (18) years old (see section 17 below); and (b) possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

2. The Site

The Site can be used to facilitate the monitoring of public content, including but not limited to communication, websites, and conversations for the purpose of finding listings and content, which may indicate illegal sublets.

SubletSpy’s responsibilities for the Services offered through the Site are limited to: (i) matching your listings against our data; attempting to collect data on illegal sublets by legal means; and (iii) making available to you alerts as to content we find which may indicate illegal sublets.

The Site also provides comprehensive information regarding SubletSpy and may include additional content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, know-how, specifications materials, designs, data, the “look and feel” of the Site, GUI, interactive features and other features obtained from or through the Site (collectively, the “Content”).

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO SUBLETSPY. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN AND THE CONTENT (AS SUCH TERM IS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" BASIS. SUBLETSPY WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH SERVICES PROVIDED THROUGH THE SITE AND/OR THE CONTENT AVAILABLE THEREIN.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SUBLETSPY MAKES NO RECOMMENDATIONS AND SUGGESTS NO ACTION. YOU UNDERSTAND SUBLETSPY IS NOT AN ATTORNEY, LAW FIRM, LAW ENFORCEMENT, OR GOVERNMENT AGENCY. YOU AGREE AND ACKNOWLEDGE YOU WILL NOT TAKE ACTION BASED ON SUBLETSPY INFORMATION. INFORMATION WE PRESENT ON OUR SITE OR OTHERWISE MAKE AVAILABLE TO YOU IS MERELY OPINION AND NOT REPRESENTED AS FACT AND WE ENCOURAGE YOU NOT TO ACT UPON IT AND DO YOUR OWN INVESTIGATION AND DUE DILIGENCE.

SUBLETSPY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL INFORMATION AND ANY ACTIONS TAKEN ARE AT THE USER'S OWN RISK.

BY USING THIS SITE YOU GIVE SUBLETSPY FULL PERMISSION TO ACCESS ANY PROPERTY OF YOURS, DIGITAL OR REAL WORLD, IN ANY METHOD, FOR ANY PURPOSE. BY CLICKING ANY LINK OR BUTTON, YOU REITERATE YOUR AGREEMENT.

3. Account Registration

In order to access certain features of the Site you must register and create an account ("Account"). Registration can be done by completing the registration form available on the Site.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You are fully and solely responsible for the security of your computer system and all activity on your Account, even if such activities were not committed by you. You must provide accurate and complete information when creating an Account and you agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. SubletSpy reserves the right to suspend or terminate your Account and your access to the Site without refund if you create more than one (1) Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. SubletSpy also reserves the right, at its sole discretion, to remove or reclaim any username at any time, for any other reason. If you wish to either change your user name or password to log-in to the Site, you may use Site menus or you can send us an e-mail of your request to: **[INSERT EMAIL ADDRESS]**. Your Account will terminate within reasonable time following termination of your subscription to the Services, in accordance with terms set forth herein, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED TO US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

4. Use Conditions and Restrictions

There are certain conditions which are strictly required and certain conducts which are strictly prohibited, when using the Site. Please read the following conditions and restrictions carefully. Failure to comply with any of the provisions set forth herein may also expose a User to civil and/or criminal liability.

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes without SubletSpy's express prior written consent; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of SubletSpy or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that SubletSpy endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by SubletSpy on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to SubletSpy's proprietary rights, including SubletSpy's Intellectual Property (as defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose, without SubletSpy's prior written consent; (l) create a browser or border environment around SubletSpy Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or Content; (n) frame or mirror any part of the Site without SubletSpy's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) interfere with or damage the Site, including, without limitation by transmitting or otherwise making available in connection with the Site any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; (r) infringe and/or violate any of the Terms; (s) provide to us any content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for SubletSpy to use or possess in connection with the Site (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent or any content which infringes upon third party privacy rights); (t) Use the Site to infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (u) use the Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; (v) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, including forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or to send altered, deceptive or false source-identifying information; (w) provide any information we give you to any third party without our written consent; (x) share any information provided to you by us or otherwise in connection with the Site or Service with any site that provides listings of, including by not limited to: shared housing, sublets, real estate, "bed and breakfasts", hotels, apartments, housing, dorms, couch surfing, emergency housing, shelter, law enforcement, real estate news, without prior written consent from us; (y) to the extent permitted by law, share any information provided to you with any law enforcement or government or court entity of any kind in any jurisdiction without prior written consent from us; or (z) advocate, encourage, or assist any third party in doing any of the foregoing.

Without derogating from the forgoing you acknowledge and agree that you will not share Content or any other information provided to you by us or otherwise made available in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any listing website or service, including, without limitation, Airbnb (including any company owned or affiliated with or operated by Airbnb, Inc., including but not limited to: Airbnb Payments, Inc., Airbnb Ireland, Airbnb Payments UK Ltd), VRBO, Homeaway, Craigslist, booking.com, or any other site where short term rentals or rentals of any kind are available or. If you violate this provision, you agree to pay \$10,000 per host or listing or results page or table shared, and any and all legal fees to recover from you, successfully or not, and any damages claimed by them against us, and any legal fees we are required to pay to defend such claim. You further agree that you will not share Content or any other information provided to you by us or otherwise in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any law enforcement agencies, any press, any violators of housing law, any government officer, any government employees or contractors or any politician, without our consent. SubletSpy has the right to investigate and prosecute violations of any of the above to the fullest extent permitted by the law.

You agree and acknowledge that, in connection with provision of the Services, we may access any content, site, service, property, venue or anything physical or digital belonging to you, in any method, at any time, and that we may enter your premises and servers and computers and any devices, business and personal, any time in any way and without notice.

5. Orders and Fees

You may purchase subscriptions to Services by submitting orders via the Site. All orders are subject to acceptance by SubletSpy. The applicable fees shall be as stipulated in the price list made available by SubletSpy on the Site from time to time, and subject to the additional payment terms stipulated at: **INSERT LINK**, from time to time. SubletSpy reserves the right to amend the price list and payment terms from time to time in its sole discretion, in which case any further purchase of additional Services or renewal of Services shall be subject to the price list and payment terms in effect at the time of additional purchase or renewal.

6. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in our **Privacy Policy** available at <https://subletspy.com> which is incorporated herein by reference. You agree that SubletSpy may use personal information that you provide or make available to SubletSpy in accordance with the Privacy Policy. If you intend to connect to, access or use the Site you must first read and agree to the Privacy Policy.

The Site may allow you to upload or otherwise make available to SubletSpy your own information, including materials such as text, images, photos or videos. Please be sure that while sharing information you respect the intellectual property and privacy rights of third parties who have any rights with respect to information you make available to SubletSpy. SubletSpy will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any such receipt of such information or materials.

To the extent that you share with us any information pertaining to third parties, whether general information or personnel information: (i) you hereby represent that you have received from the applicable data subjects any required consent under any applicable privacy laws, for use of such information for the purpose for which you share such information with us, in accordance with the Privacy Policy, as may be amended from time to time; and (ii) you grant SubletSpy a perpetual, non-exclusive, royalty-free, and worldwide license to use, publically display, communicate, distribute, host, publish, reproduce, make modifications or derivatives work of and store, any such information, as may be required in connection with the operation of the Site or provision of Services by SubletSpy.

7. Confidential Information.

You shall not disclose to third parties nor use for any purpose other than for the proper use of the Site any Confidential Information received from SubletSpy in whatever form under these Terms or in connection with the Services without the prior written permission of SubletSpy. "Confidential Information" shall mean all data and information, not made available to the general public, oral or written, that relates to SubletSpy, the Site and/or the Services, including without limitation these Terms and any agreement between you and SubletSpy or the identity of individuals involved in the making, ownership, investment in, or operation of SubletSpy. You shall limit access to Confidential Information to those of your personnel for whom such access is reasonably necessary for the proper use of the Services under these Terms. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. You shall be responsible for any breach of these Terms by any of your personnel. You shall protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information, as you exercise in protecting your own proprietary information. The aforementioned limitations shall not apply to Confidential Information which you can demonstrate: (i) was in your possession prior to disclosure hereunder provided that, immediately upon disclosure, you have brought this fact to the attention of SubletSpy; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality; or (iv) is disclosed pursuant to administrative or judicial action, provided that you shall use your best efforts to maintain the confidentiality of the Confidential Information. If only a portion of the Confidential Information falls under any of the above alternatives, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of these Terms.

8. Intellectual Property Rights

The Site, the Services the Content, and any other proprietary assets of SubletSpy and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to SubletSpy and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by SubletSpy and its licensors. The Terms do not convey to you an interest in or to SubletSpy Intellectual Property but only a limited, revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of SubletSpy's Intellectual Property under any law. No licenses is granted to you by implication or otherwise under any Intellectual Property rights owned or controlled by SubletSpy or its licensors, except for the licenses and rights expressly granted under these Terms. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and/or Content, except as expressly permitted in these Terms.

To the extent you provide any feedback, comments or suggestions to SubletSpy ("Feedback"), SubletSpy shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any SubletSpy current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Furthermore, you warrant that your Feedback is not subject to any license terms that would purport to require SubletSpy to comply with any additional obligations with respect to any SubletSpy current or future products, technologies or services that incorporate any Feedback.

9. Trademarks and Trade names

SubletSpy's marks and logos and all other proprietary identifiers used by SubletSpy in connection with the Site ("SubletSpy Trademarks") are all trademarks and/or trade names of SubletSpy, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to SubletSpy Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

You hereby agree that we may use your logos, brands, name, and intellectual property in any way we wish, including for marketing, investigation, promotional, and any other purpose.

10. Changes to the Site

SubletSpy reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Services or Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided via this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that SubletSpy shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein.

11. Links to Third Party Sites

The Site may contain links to third-party websites or resources or embed third-party services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of SubletSpy and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. You acknowledge and agree that SubletSpy is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by SubletSpy of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collecting.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SUBLETSPY, INCLUDING ITS VENDORS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("SUBLETSPY REPRESENTATIVES") EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF SUBLETSPY. THE SITE'S AVAILABILITY AND FUNCTIONALITY DEPENDS ON VARIOUS FACTORS, SUCH AS COMMUNICATION NETWORKS, HARDWARE, SOFTWARE AND SUBLETSPY'S SERVICE PROVIDERS AND CONTRACTORS. WE DO NOT WARRANT OR GUARANTEE (I) THAT THE SITE OR IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). SUBLETSPY MAKES NO WARRANTY THAT THE SITE OR CONTENT, INCLUDING, BUT NOT LIMITED TO, REPORTS, ALERTS OR DATA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SUBLETSPY MAKES NO WARRANTY REGARDING THE QUALITY OF ANY INFORMATION OR CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE SITE OR IN CONNECTION WITH THE SERVICES.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN SUBLETSKY. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE, THE SERVICES AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK. YOU FURTHER AGREE THAT SUBLETSKY AND THE SUBLETSKY REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY YOUR OR ANYONE'S USE OF THE SUBLETSKY SERVICES, SITE, INFORMATION, ALERTS, OR REPORTS.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

13. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CONTENT REMAINS WITH YOU. NEITHER SUBLETSKY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUBLETSKY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SUBLETSKY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE EXCEED THE AMOUNTS YOU HAVE PAID IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. YOU AGREE, REGARDLESS OF PAYMENTS, OUR MAXIMUM LIABILITY IS \$10,000 OR YOUR LATEST MONTHLY FEE, WHICHEVER IS LOWER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUBLETSKY AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Indemnification

You agree to release, defend, indemnify, and hold SubletSpy and its affiliates, including all SubletSpy Representatives, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

You understand that SubletSpy may use contractors and third-parties to provide services and that you hold these third parties, their affiliates and subsidiaries and contractors and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without

limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

You understand and accept that Friend or Fraud (Friend or Fraud INC in the USA, and Friend or Fraud LTD in Israel) is a provider of technical knowledge and expertise and is not responsible in any way for the Services, Site, or Content of SubletSpy. You agree to hold Friend or Fraud, its affiliates and subsidiaries and contractors and its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval. It is hereby clarified that the defense and indemnification obligations set forth herein will survive these Terms.

15. Amendments to the Terms

SubletSpy may, at its sole discretion, at any time and without prior notice, change the Terms from time to time, including any other policies incorporated thereto, and including any pricing and fees, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

16. Termination of the Site's operation

At any time, SubletSpy may discontinue your use of the Site in its sole discretion with or without any reason or prior notice, in addition to any other remedies that may be available to SubletSpy under any applicable law. Additionally, SubletSpy may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that SubletSpy does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

17. Minors

To use the Site you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

18. Governing Law; Jurisdiction; Dispute Resolution

Certain additional legal terms, related to interpretation of these Terms, their governing law and other terms and restrictions related to the resolution of any dispute, claim or controversy between you and SubletSpy, shall be as stipulated at: [\[INSERT LINK\]](#), from time to time (the “**Dispute Resolution Terms**”). By accepting these Terms or otherwise entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the Dispute Resolution Terms, which are incorporated herein by reference, and you agree to be bound by and to comply with such Dispute Resolution Terms, and any provision thereof.

19. General

Entire Agreement - These Terms constitute the entire and exclusive understanding and agreement between SubletSpy and you regarding the Site, Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between SubletSpy and you regarding the Site, and/or Content.

Assignment - You may not assign or transfer these Terms, by operation of law or otherwise, without SubletSpy’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. SubletSpy may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices - Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by SubletSpy (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted and for notices made by posting to the Site the date of receipt will be deemed the date on which such notice is posted.

Interpretation - Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

No Waiver; Cumulative Remedies; Severability - The failure of SubletSpy to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SubletSpy. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiaries - These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the third party payment service providers and payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

20. **For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: [\[INSERT LINK\]](#)

SubletSpy

Payment Terms

Last Revised: May 10, 2016

Below are payment terms which apply to your purchase and use of the Services offered by Touchless Labs LLC, a Delaware Corporation (hereinafter referred to as “SubletSpy”, “we”, “us”, or “our”) including through our website at: <https://subletspy.com> (the “Site”). These payment terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between SubletSpy and you.

This document is an integral part of our Terms of Service, which are available at: **[INSERT LINK]** (“Terms”), and is incorporated into the Terms by reference. Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

You may purchase subscriptions to Services by contacting us or by submitting an order via the Site. All orders are subject to acceptance by SubletSpy. Certain applicable fees and the payment terms for the Services shall be as follows:

- **Monthly Fees** - you will be required to pay a monthly fee, per each month during a period of 12 months, for us to maintain our Service and to match your unit(s)’s information against information we collect or generate. There are no actions or results guaranteed and there may be months without action on a unit. Subscriptions will be automatically renewed at the end of their subscription period for additional subscription periods unless unsubscribed for by the User. Entering your information into any form available on the Site and providing your payment information constitutes your agreement to pay a full year (12-month) contract for the number of units you’ve entered. You agree to pay the set up fee listed on the homepage at the time, and 12 months of the fee listed for your quantity of units. Adding or editing information on a unit restarts the year contract from the time of the edit. You will be entitled to get a free month appended to your paid-in-full 12-month contract.
- **Setup Fees** - you will be required to pay a fee to import each unit you provide us. A unit may be an apartment, single home, or office unit, or other. Every unit in a building must be a separate unit, and you must list all units in any building you own and list them separately.
- **Government Fees** - you agree to pay us a fee in connection with any fine or fee any government agency or law enforcement agency collects from anyone involved in any listing for which we provided any information, regardless of whether we are wholly or partly responsible for the agency’s action. The rate the fee payable to us will be 50% of any government fee or fine ordered or issued based on your use of our site, application, or data, regardless of if the fine is ultimately paid or even reduced. You agree to pay the fee at the rate set forth above immediately after any government fine was issued. No refunds will be given in the event the fine is cancelled or reduced. You agree to notify us immediately of any government fine issued. You agree it is your responsibility to recover any funds you seek from the government as a result of or related to their issuance of a fee.
- **Court Appearance Fees** - you will be required to pay for us appearing in court. You agree to pay us a flat fee of \$2,000 for each court appearance plus \$600 an hour, and all travel and accommodation expenses. That includes: business class airfare four-star-or-greater chain hotel, and three daily meals, in the event we are required to appear by you, the court, or opposing counsel. Any appearance over 3 hours is charged our flat day rate of \$5,000 for staff, \$10,000 for executives. International travel requires a minimum of 4 days of Court Appearance Fees paid in advance. Fees and charges are per-person.

Payments by Credit Card - You may pay for certain of the Services using a credit card on the Site. When registering for Services, you will be prompted to provide SubletSpy with valid and updated credit card information. By providing such information and using the Services, you authorize SubletSpy to charge such credit card for all Services purchased by you from time to time including all automatic renewal periods. You are responsible for providing complete and accurate billing and contact information to SubletSpy and

notifying SubletSpy in writing of any changes to such information. Without derogating from any other remedy available to SubletSpy, if any charge is not processed or is rejected, SubletSpy may immediately discontinue your access to the Services. It is agreed that all past due amounts under these Terms shall bear interest at the maximum rate permitted by law, beginning with the date on which the applicable amount became due.

Cancellations and Refunds - Your service contract is for 13 months, with the 13th month free. You may cancel by providing a written notice 90 business days prior to the lapse of the 12 month period (365th day). Day 1 is when you first submit your order. Business days do not include weekends, or National Holidays of the USA. Any notice of termination must be by notarized letter signed by you (or in case you are a company or another legal entity, signed by your Chief Executive) and sent certified mail to our primary business address: 1204 Broadway, Floor 4, New York, NY 10001. There are no cancellations of a year-contract whatsoever, under any circumstances. You are entering into a full year contract upon providing your payment information. There are no refunds whatsoever, under any circumstances.

Taxes - All payments under these Terms are of net income. You understand and agree that you shall bear all value added, state, local, withholding, and other taxes or charges applicable to any goods or services purchased in connection with the Site and that SubletSpy may deduct such taxes or charges from any payment made in connection with the Site at the applicable rate, as required by applicable law. You further understand and agree that you are solely responsible for determining your applicable tax reporting requirements. You are also solely responsible for remitting to the relevant authority any taxes information required. SubletSpy cannot and does not offer tax-related advice to anyone. You understand and acknowledge that appropriate governmental agencies, departments or authorities where your accommodation is located may require tax to be collected from you and to be remitted to the respective authority. The laws in jurisdictions may vary, but no taxes are included in your price or payments to us. Sales tax will be added where required and is not included in the price. We may collect sales tax after the fact, quarterly, yearly, or otherwise as required by applicable law.

PLEASE NOTE: SUBLETSPY RESERVES THE RIGHT TO AMEND THESE PAYMENT TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION, IN WHICH CASE ANY FURTHER PURCHASE OF ADDITIONAL SERVICES OR RENEWAL OF SERVICES SHALL BE SUBJECT TO THE PAYMENT TERMS IN EFFECT AT THE TIME OF ADDITIONAL PURCHASE OR RENEWAL.

SubletSpy

Governing Law and Dispute Resolution

Last Revised: May 10, 2016

Below are certain legal terms which apply to your purchase and use of the Services offered by Touchless Labs LLC, a Delaware Corporation (hereinafter referred to as “SubletSpy”, “we”, “us”, or “our”) including through our website at: <https://subletspy.com> (the “Site”). These terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between SubletSpy and you.

This document is an integral part of our Terms of Service, which are available at: **[INSERT LINK]** (“Terms”), and is incorporated into the Terms by reference. Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

Governing Law - The Terms and your use of the Site will be governed by and interpreted in accordance with the laws of the State of Delaware and the United States of America, without regard to its conflict-of-law provisions.

Jurisdiction - You and we agree to submit to the personal jurisdiction of a state court located in Delaware, USA or a United States District Court located in Delaware for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property rights. You agree that in the event we have prior agreements, which may or may not specify a different jurisdiction, the terms of this agreement override those agreements and terms.

Arbitration - Notwithstanding anything to the contrary contained herein, you and SubletSpy agree that any dispute, claim or controversy arising out of or relating to the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site will be settled by binding arbitration, except that SubletSpy alone retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a its copyrights, trademarks, trade secrets, patents, or other Intellectual Property rights. SubletSpy may refuse arbitration at any point and demand a trial. You agree that no arbitration organization that has found in favor of Airbnb may serve as an arbiter. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and SubletSpy otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of the Terms.

Arbitration Rules - The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process - A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. You accept responsibility to pay any AAA filing, administrative and arbitrator fees.

Arbitration Location and Procedure - Unless you and SubletSpy otherwise agree, the arbitration will be conducted in the county where SubletSpy conducts its business. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and SubletSpy submit to the arbitrator, unless you or we request a hearing or the arbitrator determines that a hearing is necessary. You agree the maximum liability is \$10,000. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision - The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will not be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. SubletSpy will seek, and does not waive all rights it may have under applicable law, to recover attorneys' fees and expenses if it prevails in arbitration.

Limitations - You hereby undertake and agree: (i) to never sue us; (ii) to pay us a nonrefundable \$5000 service fee for every individual call, email, or other from any attorney you hire or ask to contact us; (iii) to give us complete power of attorney to represent you in any matter, including in matters you may bring against us in any way; (iv) that we may order a freeze of your financial accounts, personal and business if we feel you are in breach of any agreement or in arrears; (v) the rights you confer to us remain ours in any jurisdiction in any country and are eternal and irrevocable, even upon cancellation of services, and even if you do not register for our services; (vi) to waive any and all immunity and to not claim immunity that might otherwise be offered to you as an officer of the court or otherwise, whether you are an attorney, law enforcement, or otherwise; or (vii) that we may withdraw fees from your accounts, in any way we'd like, at any time. You further agree to first make all claims for damage to your insurance company before contacting us. You agree to provide us with a full, written report from your insurance company regarding any claims of damage.

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. Notwithstanding anything else contained herein, you agree not to seek injunctions against the operating of SubletSpy in away. You agree that no damage is caused from SubletSpy crawling or scraping any website.

PLEASE NOTE: SUBLETSPY RESERVES THE RIGHT TO AMEND THE TERMS CONCERNING GOVERNING LAW AND DISPUTE RESOLUTION SET FORTH HEREIN, FROM TIME TO TIME IN ITS SOLE DISCRETION. If SubletSpy changes such terms after the date you first accepted the Terms (or accepted any subsequent changes to the Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective. By rejecting any change, you are agreeing that you will resolve any dispute between you and SubletSpy in accordance with the provisions set forth herein as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

SubletSpy
Privacy Policy

Last Revised: May 10, 2016

Our Mission

Touchless Labs LLC (“SubletSpy”, “we”, “our” or “us”) is committed to enriching cities by protecting what matters most: homes. This includes safeguarding your information, and treating such information with security and respect. We understand the need to feel safe when sharing information with third parties, and we have developed this privacy policy (“Privacy Policy”) to help you understand our practices and how to exercise choice regarding the collection and use of your personal information.

Scope and other Agreements and Notices

Our Privacy Policy applies to General Information (as defined below) about you that is gathered automatically and to Personal Information (as defined below) that you actively share with us or that we collect directly from you online and offline, as well as information we collect about you from other sources, such as from third party partners and affiliates, which we may append to other information we collect from or about you. This Privacy Policy applies to visitors and users of our website, subletspy.com (our “Site”) (including the mobile version of our Site), users of Services (as defined below) that we provide at no charge, users of Services that require payment of a fee (collectively, “Users” or “you”).

In addition to this Privacy Policy, other contract terms such as our SubletSpy Service Terms and Conditions (the “[Terms](#)”), will apply to you, based on the Services you select or use. If you use other Services, additional privacy terms may also be applicable.

BY ENTERING TO, CONNECTING TO, ACCESSING OR USING OUR SITE AND/OR ANY OF OUR SERVICES YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY IN THEIR ENTIRETY, INCLUDING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION. IF YOU DO NOT AGREE TO OUR PRACTICES AS DESCRIBED IN THIS POLICY, DO NOT USE OUR SITE AND/OR SERVICES.

TO THE EXTENT THAT YOU SHARE WITH US ANY INFORMATION PERTAINING TO THIRD PARTIES, WHETHER GENERAL INFORMATION OR PERSONAL INFORMATION, YOU HEREBY REPRESENT THAT YOU HAVE RECEIVED FROM THE APPLICABLE DATA SUBJECTS ANY REQUIRED CONSENT UNDER ANY APPLICABLE PRIVACY LAWS, FOR USE OF SUCH INFORMATION FOR THE PURPOSE FOR WHICH YOU SHARE SUCH INFORMATION WITH US, IN ACCORDANCE WITH THIS PRIVACY POLICY, AS MAY BE AMENDED FROM TIME TO TIME.

SubletSpy's Commitment

We are committed to (1) working with our Users to obtain a fair resolution of any complaint or concern about privacy concerns and our Services, and (2) supporting law enforcement and regulatory agencies committed to stopping crimes of identity theft and identity fraud. If you have any question or concern about our privacy practices, you are most welcomed contact us in the manner set forth in the - Contact Us- paragraph below and we will make an effort to reply within a reasonable timeframe.

Modifications

WE MAY MODIFY OUR POLICY AT ANY TIME AND FROM TIME TO TIME. SO PLEASE RE-VISIT THIS PAGE FREQUENTLY. IN CASE OF ANY MATERIAL CHANGE, WE WILL MAKE REASONABLE EFFORTS TO POST A CLEAR NOTICE ON THE SITE. CHANGES TO THIS PRIVACY POLICY ARE EFFECTIVE AS OF THE STATED “LAST REVISED” AND YOUR CONTINUED USE OF THE SITE OR OUR SERVICES AFTER ON OR AFTER THE LAST REVISED DATE WILL CONSTITUTE ACCEPTANCE OF, AND AGREEMENT TO BE

BOUND BY, THE MODIFIED POLICY. EACH TIME YOU USE THE SITE, THE LATEST VERSION OF THE POLICY WILL BE DISPLAYED AND WILL APPLY.

Users

You need not enroll or register with us to just visit and view our Site. However, if you elect to obtain or use any of our Services you must register or enroll (or be enrolled by an authorized third party) with us, and you must agree to our [Terms](#), which incorporate by reference this Privacy Policy.

Third Party Websites

Our Site may be linked to other web sites operated by one or more third-parties (collectively, "Third-Party Sites"). Certain areas of our Site may allow you to interact with Third-Party Sites and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on our Site. The Third-Party Sites may have different privacy policies and terms and conditions and/or business practices than we do, and your use of Third-Party Sites is governed by that Third-Party Site's privacy policy and terms and conditions. Some of our pages also utilize framing techniques to serve content to or from our partners while preserving the look and feel of our site. Please be aware that you are providing your personal information to these third parties and not to SubletSpy.

Information We Collect

We may collect information about you from a variety of sources, including information we gather from you directly when you register or enroll (or are enrolled by an authorized third party), use our Services, or view our Site or our online advertisements. We may also gather information from other sources as described herein.

Please note: you are not obligated to provide us with any information by law. You hereby agree and acknowledge that you are providing us with information at your own free will, for the purposes set forth herein, and that we may keep such information in a database which will be maintained by us or by our service providers, and, if required, registered in accordance with applicable laws and regulations.

Information We Collect Directly From You

Some Personal Information is collected when you register or enroll for the Services, otherwise agree to provide information directly to us, or are enrolled for the Services by an authorized third party. Here are some of the kinds of Personal Information we may collect directly from you or an authorized third party:

- Name
- Contact information (email address, postal address, phone number)
- Social Security Number
- Date of Birth, Age, Gender
- Personal details to verify your identity, such as your mother's maiden name
- Payment and Financial Information, such as a credit card or financial account number
- Government identity information, for example, driver's license information, voluntarily identified by you in your member portal
- Other information you may voluntarily provide for protection on the member portal, such as your insurance information
- Product Preferences and interests
- Communication Preferences

- Contact Information for friends or family members that you wish to register as members or that you suggest we contact. Your family member may contact us at Privacy@SubletSpy.com to request that we remove this information from our SubletSpy database.
- Other information that you may voluntarily provide in response to member surveys or studies or as part of enrollment in a new product or service
- When you call or exchange emails with us, we will retain the content of the email messages (or hard copy correspondence) as required or permitted by law and our record and information management policies. We also may retain recordings of our phone messages or phone calls with you.

Information We Collect When You Visit Our Site or View Our Online Advertisements

We, and the third parties we engage to perform analytics, advertising or other services, automatically collect certain General Information when you access the Site, via Cookies, Log Files, Web Beacons, and other Tracking Technologies (see the -Definitions- section at the end of this Policy for an explanation of each of these Tracking Technologies).

These Tracking Technologies are used to administer and improve our Site and the content on it, including to track user movements around the Site, to gather usage information and statistics about how our Site is used, to permit users to log in or make purchases, to store user preferences, to customize content, and for marketing and advertising purposes.

We may combine the information we have automatically collected from you with other information we collect about you. We do this to improve services we offer you, to improve marketing, analytics, or site functionality, to develop new products and services, and to customize content and advertising to you.

The following are some examples of information we may collect with Cookies, log files, Web Beacons, GIFs, pixel tags, server logs, customer relationship management (“CRM”) tools or other technologies that gather information automatically when you visit our Site or view online advertisements:

- Website pages you view
- IP address
- Emails from SubletSpy that you open or forward
- SubletSpy offers or links you connect to

In connection with the Site, for example during the enrollment process or upon log into your member portal, information about your computer, such as the device id and other accompanying technical attributes and characteristics, may be accessed, retained and used by us or our service provider to confirm device identification, verify your identity, and to authenticate your account. If you access our Site through a mobile device, we also may collect information about your device, such as the device ID or other identifier as permitted by the manufacturer, length of time spent on the Site, installations, clicks and gestures.

Information We Collect From Other Sources (“Third Party Information”)

We may obtain information about you from third party sources, such as the companies we work with to provide service to you (i.e., our service partners), affiliates such as our subsidiaries, parent companies or other related entities, ID Analytics and other companies that we acquire or merge with, data aggregators or public databases. Here are examples of this kind of Third Party Information:

- Name
- Age
- Postal Address
- Phone Number
- Marital status and number of children

- Other information which may help us determine your risk of identity theft such as online behavior, purchase behavior, interests and other consumer and market research data
- Information used to populate our membership registration forms
- Information such as your social security number and date of birth, obtained from our subsidiary, ID Analytics, other affiliates or service partners.

How We Use and Share Your Information

This summary tells you how we use your information, if we share it and why. It also explains how you can make decisions about these actions and how we will respond to those requests. We will share your personal information with third parties only in the ways that are described in this privacy policy, or otherwise where we have your consent. We do not sell your personal information to third parties. When we share your Personal Information with third parties as described below, we use best efforts to put in place contracts with them that include confidentiality restrictions on their use of your information and that require them to notify us if your Personal Information is lost, stolen or otherwise wrongly disclosed.

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
To understand Site demographics and use of the Internet	Yes. We share with our affiliates and third party service providers to help improve our products, service offerings, Site, and technology	General Information	You may block cookies through your browser settings, which prevents us from collecting certain information about your use of our Site and our Services. We may still collect information about your use of our Services, such as when you log in, and analyze this information to help understand the use of our Site.
In the course of providing Services you request, verifying your identity, notifying you of new features, Services, or changes in our business or to process, and fulfilling or billing your orders or requests.	Yes with the following: <ul style="list-style-type: none"> - other members registered under your account - our Affiliates - third party service providers, for example insurance companies, customer rewards programs, payment verification services, and financial 	General Information; Personal Information	No. This is necessary to provide the Services, including updates about features and functionalities of the products and services to which you subscribe. The information requested may differ depending on the Service(s) you select. This use of your information is separate and distinct from marketing uses, which you may opt-out of, and which are discussed below.

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
	<p>institutions</p> <ul style="list-style-type: none"> - Government agencies and law enforcement (in helping address identity theft) - consumer reporting agencies 		
When we, or our affiliates, send you marketing material about services, promotions or other material which may be of interest to you, through e-mail, interactive voice response telephone technology, direct mail or other means.	Yes, with our affiliates and to third party service providers who are under contract with us to provide our direct mail or other marketing efforts	General Information. Personal Information such as Name, Address, Email Address, or Phone Number Third Party Information	Yes, by opting out of communications in your preferences or by using the unsubscribe link at the bottom of any email or replying to request it.
Behavioral or Interest-based Advertising (to send you focused advertising)	Yes, with service providers and network advertisers (as described under “Behavioral or Interest-based Advertising”)	General Information Elements of your Personal Information such as Name, Address, Email Address, and Phone Number. Third Party Information	Yes, you may exercise your options to not receive behavioral advertising, including targeted ads about SubletSpy products on certain third party sites, as described in -Tracking and Behavioral or Interest-Based Advertising-below. You must address this with the advertising platforms directly.
To develop new products and services	Yes, with our affiliates for their own product and service development and with consultants or other	General Information Third Party Information	No

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
	third parties under contract with us to develop products and services, such as engineers, web developers and the like		
As part of our thought leadership on the impact and risk of identity theft, and for education	Yes, with our affiliates and third parties but this information will not be used to identify any single individual	Aggregate information that is derived from your Personal Information, meaning general statistics, summaries and the like	No
To investigate misconduct or a crime, to comply with law, or when we believes it is necessary to protect our rights, property or safety or that of others	Yes, with law enforcement, attorneys, officers of the court, arbitrators, mediators and others involved in any judicial proceeding, court order, legal process or the like	General Information Personal Information Third Party Information	No
To conduct data analysis and research relating to the risk and prevention of identity theft and related crimes	Yes, with our affiliates and third parties under contract with us to protect the information; to law enforcement or other government entity	General Information Personal Information Third Party Information	No
In connection with our sale, purchase, merger or reorganization	Yes, with the acquiring, purchasing, or other applicable entity, including,	General Information Personal Information	No

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
	without limitation, legal and financial advisors and other persons or entities as appropriate	Third Party Information	

Security Standards

The security of your Personal Information is important to us and we have put into place multi-layered technical, physical and procedural measures to help keep it safe. For example we keep Personal Information encrypted during transit and at rest using strong encryption technology and employ proactive monitoring and other tools to protect against unauthorized access. We work with third parties on an ongoing basis to keep our practices current and undergo annual third party audits that examine our practices on security and privacy.

Despite our mutual efforts, you understand and agree that perfect security does not exist and understand that there is a certain amount of risk inherent in providing and receiving services over the internet. The Services' security also depend upon your commitment to keep your Personal Information safe. You agree to use your Personal Information in a reasonable way and to avoid recklessly disclosing your Social Security number, financial account numbers or other Personal Information to those that could improperly use or disclose it. For example, take care not to visit sites that may transmit malware, or to respond to -phishing- scams, unsolicited emails, or pop-up messages requesting your Personal Information. You may have the opportunity to participate in contests, blogs, promotions or other functions by way of the Site. Use caution when deciding to disclose your information in such a submission as these functions may be provided by a Third-Party Site and subject to terms which are different than those stated in this Privacy Policy.

Social Media

Our Site may include Social Media Features, such as the Facebook Like button and widgets, such as the "Share this" button or interactive mini-programs that run on our Site. These features may collect your IP address, which page you are visiting on our Site, and may set a cookie to enable the feature to function properly and for other purposes. Social Media Features and Widgets are displayed on our Site, but are hosted by the third party identified in the widget. These Social Media Features and Widgets are subject to their own privacy policies, not this one, and their privacy practices may differ from those on this Site.

Testimonials

We display personal testimonials of customers on our site in addition to other endorsements. With your consent we may post your testimonial along with your name.

Children's Privacy

We believe it is important to provide added protection for children on the internet and encourage parents and guardians to work with their children to understand how to be safe online. Our Services

and Site are not intended for the use by anyone under the age of eighteen (18) and they are not welcome to use the Site or Services or have them set up or enabled for their use by anyone.

Marketing

If you provide us with your email address or mailing address, you may receive marketing messages and materials from us or our affiliates. You have choices on what communications you want to receive from us. Marketing materials for our Services may also be included in messages you receive from our partners or service providers that offer our services as part of a special offer. If you choose not to receive marketing communications that we send, we will honor your request. However, we will continue to communicate with you as needed to provide the Services, respond to your inquiries or otherwise relay service related messages. You may still receive information about our Services through other parties using their own mailing lists.

Tracking and Behavioral or Interest-based Advertising

Currently, we do not honor browser requests not to be tracked online (known as -Do Not Track-). You may opt-out, however, of being tracked for purposes of online advertising as discussed in this section.

We partner with third parties to either display advertising on our Site or to manage our advertising on other websites. For example, we use third parties such as network advertisers to display advertisements on our websites and other websites you may visit. Network advertisers are third parties that display advertisements based on your visits to our Site as well as other websites. This enables us and these third parties to advertise more effectively by displaying ads for products and services in which you might be interested. Third party ad network providers, advertisers, sponsors and/or traffic measurement services may use some of the technologies described in this policy, such as cookies, JavaScript, web beacons (including clear GIFs) to measure the effectiveness of their ads and to personalize advertising content to you. This helps us, and them, provide advertising content to you that is more relevant and tailored to your interests. As with links to other websites that may be found on our Site, these Tracking Technologies are governed by each third party's privacy policy, not this one.

We may provide these third-party advertisers with non-personally identifiable information about your usage of our Site and our Services, as well as aggregate or non-personally identifiable information about visitors to our Site and users of our Services. We do not provide these third parties with your Personal Information. If you don't want us to show you interest-based ads or share interest-based behavioral data with third parties, you can opt out (see below). Understand that even after opting out you will still see online ads. Opting out only means that network members from whose ad networks you have opted out will no longer deliver targeted content to you. You may continue to see interest-based advertisements from other parties from whom you have not opted out, or from companies that have not adopted the self-regulatory standards for online behavioral advertising that we follow. You will also continue to receive generic ads that aren't targeted based on your visits to multiple websites.

You may opt-out of many third-party ad networks, including those operated by members of the Network Advertising Initiative ("NAI") and the Digital Advertising Alliance ("DAA"). For more information and available choices for third-party ad networks operated by NAI and DAA members, please visit their respective websites: www.networkadvertising.org/optout_nonppii.asp (NAI) and www.aboutads.info/choices (DAA). Opting out of these networks does not otherwise limit the collection of Personal or General Information described elsewhere in this Policy.

As noted, we also participate in third party ad networks and use cookies to improve the performance of our advertising on third-party websites, including to display ads about SubletSpy products on these sites. You may control our use of the General Information we collect about your activities on our Site to display targeted SubletSpy advertising during your visits to third party websites. Opting out of participation in SubletSpy's targeted advertising does not opt you out of our use of General Information for other purposes, such as analytics supporting optimization of our Site or development of new products and services.

Note: If your browser is configured to reject cookies when you visit the opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your opt-out may no longer be effective. Additional information is available on TRUSTe-s, NAI's and DAA's websites accessible by the above links.

Special Notice to California Consumers

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your Personal Information to third parties for the third parties' direct marketing purposes. We may share your Personal Information with our affiliates for direct marketing, but we do not sell it to or share it with unaffiliated third parties. You may request a list of our affiliates by contacting us in the manner set forth in the -Contact Us- paragraph below. You may make one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for your response. Please allow up to thirty (30) days for a response.

Your Access to Your Information

You may access, update and correct the Personal Information you have provided to us on the Site by logging into your member portal and selecting the account or member information options. If you are not a member and want to know what Personal Information we have about you, you need to contact us in the manner set forth in the -Contact Us- paragraph below. Please allow up to thirty (30) days for a response. If you cancel your Services, we may retain your information in accordance with this section. We will retain your information as follows:

- for as long as your membership is active
- as needed to provide you Services
- as required by company policy or legal obligation
- as needed to resolve disputes
- as needed to enforce our agreements

Contact Us

If you have any questions about this Policy, please contact us using the contact forms linked from our homepage. We do not accept or respond to cold emails from non-clients and non-vetted contacts that do not use the contact form. You hereby agree that we may use and disclose any suggestions, ideas, concepts, or information (other than your Personal Information) that you provide to us regarding the Privacy Policy, our business, or any other matter, without obligation to you or any third party.

Definitions Used in this Policy

Cookies. Cookies are small text files that are stored by a user's web browser on the hard drive of a user's computer. Cookies can "remember" what information a user accesses on a particular web page to simplify subsequent interactions with that website by the same user, or cookies can use that information to streamline the user's transactions on related websites. The cookies we use on our Site may be "session" cookies that are erased when you leave the Site, or they may be "persistent" cookies that remain on your computer's hard drive after you leave the Site. We may also use a cookie installed by third parties to provide us with usage information regarding the Site. The cookies we use do not capture your Personal Information. We may also set cookies when you register at the Site, and may do so without notice to or permission from you or any third party. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our Site, but features or areas of our Site may not function properly.

General Information refers to information about your use of the Site that is gathered automatically. General Information does not identify you individually, but helps us better understand how the Site is used.

Log Files. As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data.

Personal Information means information, or a combination of pieces of information, that reasonably could allow us to identify you. Personal Information includes things like your name, address, date of birth, social security or driver's license number.

Third Party Information refers to information that may be gathered on our behalf or which we lawfully obtain from third parties outside of this Site.

Tracking Technologies refers to technologies such as Cookies, JavaScript, Web Beacons (including clear GIFs), and Flash Local Storage Objects (Flash LSOs).

Site refers to this website, www.SubletSpy.com

Services refers to any services which may be offered by SubletSpy, from time to time, whether through the Site and/or offline, including any products or services for which you must register or enroll, as well as any on-line promotions that are associated with our Services, unless we tell you otherwise.

Web Beacons / GIFs. We employ (either directly or through one of our third party advertising partners) a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our Site by educating us on what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence.

We also use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns.

* * * * *

SubletSpy**Privacy Policy***Last Revised: May 10, 2016.***Our Mission**

-

Touchless Labs LLC ("SubletSpy", "we", "our" or "us") is committed to enriching cities by protecting what matters most: homes. This includes safeguarding ~~your~~ your ~~Personal~~ Personal information (~~defined below~~), and treating such information with security and respect. We understand the need to feel safe when sharing information with third parties, and we have developed this privacy policy ("Privacy Policy") to help you understand our practices and how to exercise choice regarding the collection and use of your personal information.

-

Scope and other Agreements and Notices

-

Our Privacy Policy applies to ~~General information~~ Information (as defined below) about you that is gathered automatically (~~"General Information"~~) and to Personal Information (as defined below) that you actively share with us or that we collect directly from you online and offline, as well as information we collect about you from other sources, such as from third party partners and affiliates, which we may append to other information we collect from or about you. This Privacy Policy applies to visitors and users of our website, subletspy.com (our "Site") (including the mobile version of our Site), users of Services (as defined below) that we provide at no charge (~~"Users"~~), users of Services that require payment of a fee (~~"Members"~~) (~~we refer to our Users and Members collectively, as our~~ "Customers" Users or "you"), and prospective Customers.

-

In addition to this Privacy Policy, other contract terms such as our SubletSpy Service Terms and Conditions (the "~~Terms~~" ~~and our Terms~~), will apply to you, based on the Services you select or use. If you use other Services, additional privacy terms may also be applicable.

-

BY ENTERING TO, CONNECTING TO, ACCESSING OR USING OUR SITE AND/OR ANY OF OUR SERVICES YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY IN THEIR ENTIRETY, INCLUDING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION. IF YOU DO NOT AGREE TO OUR PRACTICES AS DESCRIBED IN THIS POLICY, DO NOT USE OUR SITE AND/OR SERVICES.

TO THE EXTENT THAT YOU SHARE WITH US ANY INFORMATION PERTAINING TO THIRD PARTIES, WHETHER GENERAL INFORMATION OR PERSONAL INFORMATION, YOU HEREBY REPRESENT THAT YOU HAVE RECEIVED FROM THE APPLICABLE DATA SUBJECTS ANY REQUIRED CONSENT UNDER ANY APPLICABLE PRIVACY LAWS, FOR USE OF SUCH INFORMATION FOR THE PURPOSE FOR WHICH YOU SHARE SUCH INFORMATION WITH US, IN ACCORDANCE WITH THIS PRIVACY POLICY, AS MAY BE AMENDED FROM TIME TO TIME.

-

SubletSpy's Commitment

We are committed to (1) working with our ~~Customers~~ Users to obtain a fair resolution of any complaint or concern about privacy concerns and our Services, and (2) supporting law enforcement and regulatory agencies committed to stopping crimes of identity theft and identity fraud. ~~To contact~~ If you have us with a any question or concern about our privacy practices, you are most welcomed

Formatted: Space After: 6 pt, No widow/orphan control, Keep with next

Formatted: Space After: 6 pt

Formatted: Font: Not Bold, Italic, No underline

Formatted: Space After: 6 pt, Tab stops: 2.89", Centered + 4.25", Left

Formatted: Space After: 6 pt

Formatted: No underline

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

[contact us in the manner set forth in the -Contact Us- paragraph below and we will make an effort to reply within a reasonable timeframe](#)~~contact us.~~

-

Modifications

WE MAY MODIFY OUR POLICY [AT ANY TIME AND FROM TIME TO TIME. SO PLEASE RE-VISIT THIS PAGE FREQUENTLY. IN CASE OF ANY MATERIAL CHANGE, WE WILL MAKE REASONABLE EFFORTS TO POST A CLEAR NOTICE ON THE SITE. CHANGES TO THIS PRIVACY POLICY ARE EFFECTIVE AS OF THE STATED "LAST REVISED" AND WE WILL POST THOSE MODIFICATIONS OF OUR WEBSITE HERE PRIOR TO THE MODIFICATIONS BECOMING EFFECTIVE. WE WILL NOTIFY YOU OF MATERIAL MODIFICATIONS TO THIS PRIVACY POLICY, INCLUDING BY SENDING YOU A COPY OF THE UPDATED POLICY BY EMAIL IF WE HAVE YOUR EMAIL ADDRESS ON FILE, PRIOR TO THE CHANGE BECOMING EFFECTIVE.](#) YOUR CONTINUED USE OF THE SITE OR OUR SERVICES AFTER [ANY ON OR AFTER THE LAST REVISED DATE WILL CONSTITUTE ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY, SUCH MODIFICATION MEANS THAT YOU ACCEPT](#) THE MODIFIED POLICY. EACH TIME YOU USE THE SITE, THE LATEST VERSION OF THE POLICY WILL BE DISPLAYED AND WILL APPLY.

-

~~Members and~~ Users

You need not enroll or register with us to just visit and view our Site. However, if you elect to obtain or use any of our Services you must register or enroll (or be enrolled by an authorized third party) with us, and you must agree to our [Terms](#), which incorporate by reference this Privacy Policy.

Field Code Changed

Third Party Websites

Our Site may be linked to other web sites operated by one or more third-parties (collectively, "Third-Party Sites"). Certain areas of our Site may allow you to interact with Third-Party Sites and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on our Site. The Third-Party Sites may have different privacy policies and terms and conditions and/or business practices than we do, and your use of Third-Party Sites is governed by that Third-Party Site's privacy policy and terms and conditions.

Some of our pages also utilize framing techniques to serve content to or from our partners while preserving the look and feel of our site. Please be aware that you are providing your personal information to these third parties and not to SubletSpy.

-

Information We Collect

We may collect information about you from a variety of sources, including information we gather from you directly when you register or enroll (or are enrolled by an authorized third party), use our Services, or view our Site or our online advertisements. We may also gather information from other sources as described [below](#)~~herein~~.

[Please note: you are not obligated to provide us with any information by law. You hereby agree and acknowledge that you are providing us with information at your own free will, for the purposes set forth herein, and that we may keep such information in a database which will be maintained by us or by our service providers, and, if required, registered in accordance with applicable laws and regulations.](#)

-

Information We Collect Directly From You

Some Personal Information is collected when you register or enroll for the Services, otherwise agree to provide information directly to us, or are enrolled for the Services by an authorized third party.

Here are some of the kinds of Personal Information we may collect directly from you or an authorized third party:

- Name
- Contact information (email address, postal address, phone number)
- Social Security Number
- Date of Birth, Age, Gender
- Personal details to verify your identity, such as your mother's maiden name
- Payment and Financial Information, such as a credit card or financial account number
- Government identity information, for example, driver's license information, voluntarily identified by you in your member portal
- Other information you may voluntarily provide for protection on the member portal, such as your insurance information
- Product Preferences and interests
- Communication Preferences
- Contact Information for friends or family members that you wish to register as members or that you suggest we contact. Your family member may contact us at Privacy@SubletSpy.com to request that we remove this information from our SubletSpy database.
- Other information that you may voluntarily provide in response to member surveys or studies or as part of enrollment in a new product or service
- When you call or exchange emails with us, we will retain the content of the email messages (or hard copy correspondence) as required or permitted by law and our record and information management policies. We also may retain recordings of our phone messages or phone calls with you.

-

Information We Collect When You Visit Our Site or View Our Online Advertisements

We, and the third parties we engage to perform analytics, ~~or~~ advertising or other services, automatically collect certain General Information when you access the Site, via Cookies, Log Files, Web Beacons, and other Tracking Technologies (see the -Definitions- section at the end of this Policy for an explanation of each of these Tracking Technologies).

These Tracking Technologies are used to administer and improve our Site and the content on it, including to track user movements around the Site, to gather usage information and statistics about how our Site is used, to permit users to log in or make purchases, to store user preferences, to customize content, and for marketing and advertising purposes.

We may combine the information we have automatically collected from you with other information we collect about you. We do this to improve services we offer you, to improve marketing, analytics, or site functionality, to develop new products and services, and to customize content and advertising to you.

The following are some examples of information we may collect with Cookies, log files, Web Beacons, GIFs, pixel tags, server logs, customer relationship management ("CRM") tools or other technologies that gather information automatically when you visit our Site or view online advertisements:

- Website pages you view
- IP address
- Emails from SubletSpy that you open or forward
- SubletSpy offers or links you connect to

-

In connection with the Site, for example during the enrollment process or upon log into your member portal, information about your computer, such as the device id and other accompanying technical attributes and characteristics, may be accessed, retained and used by us or our service provider to confirm device identification, verify your identity, and to authenticate your account. If you access our Site through a mobile device, we also may collect information about your device, such as the device ID or other identifier as permitted by the manufacturer, length of time spent on the [Mobile AppSite](#), installations, clicks and gestures.

Information We Collect From Other Sources (“Third Party Information”)

We may obtain information about you from third party sources, such as the companies we work with to provide service to you (i.e., our service partners), affiliates such as our [subsidiarysubsidiaries](#), [parent companies or other related entities](#), ID Analytics and other companies that we acquire or merge with, data aggregators or public databases. Here are examples of this kind of Third Party Information:

- Name
- Age
- Postal Address
- Phone Number
- Marital status and number of children
- Other information which may help us determine your risk of identity theft such as online behavior, purchase behavior, interests and other consumer and market research data
- Information used to populate our membership registration forms
- Information such as your social security number and date of birth, obtained from our subsidiary, ID Analytics, other affiliates or service partners.

How We Use and Share Your Information

This summary tells you how we use your information, if we share it and why. It also explains how you can make decisions about these actions and how we will respond to those requests. We will share your personal information with third parties only in the ways that are described in this privacy policy, or otherwise where we have your consent. We do not sell your personal information to third parties. When we share your Personal Information with third parties as described below, we [use best efforts to](#) put in place contracts with them that include confidentiality restrictions on their use of your information and that require them to notify us if your Personal Information is lost, stolen or otherwise wrongly disclosed.

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
To understand Site	Yes. We share with our	General	You may block cookies

Formatted: Not Highlight

Formatted Table

Formatted: Space After: 6 pt

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
demographics and use of the Internet	affiliates and third party service providers to help improve our products, service offerings, Site, and technology	Information	through your browser settings, which prevents us from collecting certain information about your use of our Site and our Services. We may still collect information about your use of our Services, such as when you log in, and analyze this information to help understand the use of our Site.
In the course of providing Services you request, verifying your identity, notifying you of new features, Services, or changes in our business or to process, and fulfilling or billing your orders or requests.	Yes with the following: <ul style="list-style-type: none"> - other members registered under your account - our Affiliates - third party service providers, for example insurance companies, customer rewards programs, payment verification services, and financial institutions - Government agencies and law enforcement (in helping address identity theft) - consumer reporting agencies 	General Information; Personal Information	No. This is necessary to provide the Services, including updates about features and functionalities of the products and services to which you subscribe. The information requested may differ depending on the Service(s) you select. This use of your information is separate and distinct from marketing uses, which you may opt-out of, and which are discussed below.
When we, or our affiliates, send you marketing material about services, promotions or other material which may be of interest to you, through e-mail,	Yes, with our affiliates and to third party service providers who are under contract with us to provide our direct mail or other marketing efforts	General Information. Personal Information such as Name, Address, Email Address, or	Yes, by opting out of communications in your preferences or by using the unsubscribe link at the bottom of any email or replying to request it.

Formatted Table

Formatted: Space After: 6 pt

Formatted: Space After: 6 pt

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
interactive voice response telephone technology, direct mail or other means.		Phone Number Third Party Information	
Behavioral or Interest-based Advertising (to send you focused advertising)	Yes, with service providers and network advertisers (as described under "Behavioral or Interest-based Advertising")	General Information Elements of your Personal Information such as Name, Address, Email Address, and Phone Number. Third Party Information	Yes, you may exercise your options to not receive behavioral advertising, including targeted ads about SubletSpy products on certain third party sites, as described in -Tracking and <u>Behavioral or Interest-Based Advertising</u> -below. You must address this with the advertising platforms directly.
To develop new products and services	Yes, with our affiliates for their own product and service development and with consultants or other third parties under contract with us to develop products and services, such as engineers, web developers and the like	General Information Third Party Information	No
As part of our thought leadership on the impact and risk of identity theft, and for education	Yes, with our affiliates and third parties but this information will not be used to identify any single individual	Aggregate information that is derived from your Personal Information, meaning general statistics, summaries and	No

Formatted Table

Formatted: Space After: 6 pt

Formatted: Font: Not Bold

Formatted: Space After: 6 pt

Formatted: Space After: 6 pt

Why do we USE your information?	Do we SHARE this information with others?	What information is shared?	Can you limit this sharing?
		the like	
To investigate misconduct or a crime, to comply with law, or when we believe it is necessary to protect our rights, property or safety or that of others	Yes, with law enforcement, attorneys, officers of the court, arbitrators, mediators and others involved in any judicial proceeding, court order, legal process or the like	General Information Personal Information Third Party Information	No
To conduct data analysis and research relating to the risk and prevention of identity theft and related crimes	Yes, with our affiliates and third parties under contract with us to protect the information; to law enforcement or other government entity	General Information Personal Information Third Party Information	No
In connection with our sale, purchase, merger or reorganization	Yes, with the acquiring, purchasing, or other applicable entity, including, without limitation, legal and financial advisors and other persons or entities as appropriate	General Information Personal Information Third Party Information	No

Formatted Table

Formatted: Space After: 6 pt

Formatted: Space After: 6 pt

Formatted: Space After: 6 pt

Formatted: Space After: 6 pt

Security Standards

The security of your Personal Information is important to us and we have put into place multi-layered technical, physical and procedural measures to help keep it safe. For example we keep Personal Information encrypted during transit and at rest using strong encryption technology and employ proactive monitoring and other tools to protect against unauthorized access. We work with third parties on an ongoing basis to keep our practices current and undergo annual third party audits that examine our practices on security and privacy.

-

Despite our mutual efforts, you understand and agree that perfect security does not exist and understand that there is a certain amount of risk inherent in providing and receiving services over the internet. The Services' [security](#) also depend upon your commitment to keep your Personal Information safe. You agree to use your Personal Information in a reasonable way and to avoid recklessly disclosing your Social Security number, financial account numbers or other Personal Information to those that could improperly use or disclose it. For example, take care not to visit sites that may transmit malware, or to respond to -phishing- scams, unsolicited emails, or pop-up messages requesting your Personal Information. You may have the opportunity to participate in contests, blogs, promotions or other functions by way of the Site. Use caution when deciding to disclose your information in such a submission as these functions may be provided by a [Third-Party Site](#) ~~Third Party Website~~ and subject to terms which are different than those stated in this Privacy Policy.

-

Social Media

Our Site may include Social Media Features, such as the Facebook Like button and widgets, such as the "Share this" button or interactive mini-programs that run on our Site. These features may collect your IP address, which page you are visiting on our Site, and may set a cookie to enable the feature to function properly and for other purposes. Social Media Features and Widgets are displayed on our Site, but are hosted by the third party identified in the widget. These Social Media Features and Widgets are subject to their own privacy policies, not this one, and their privacy practices may differ from those on this Site.

-

Testimonials

We display personal testimonials of customers on our site in addition to other endorsements. With your consent we may post your testimonial along with your name.

-

Children's Privacy

We believe it is important to provide added protection for children on the internet and encourage parents and guardians to work with their children to understand how to be safe online. Our [Services and Site](#) ~~is-are~~ not intended for the use by anyone under the age of eighteen (18) and they are not welcome to use the [Site](#) or [Services](#) or have ~~it-them~~ set up or enabled for their use by anyone.

-

Marketing

If you provide us with your email address or mailing address, you may receive marketing messages and materials from us or our affiliates. You have choices on what communications you want to receive from us. Marketing materials for our Services may also be included in messages you receive from our partners ~~(which may include your employer if they offer our services as part of their employee benefits)~~ or service providers that offer our services as part of a special offer. If you choose not to receive marketing communications that we send, we will honor your request. However, we will continue to communicate with you as needed to provide the Services, respond to your inquiries or otherwise relay service related messages. You may still receive information about our Services through other parties using their own mailing lists.

-

Tracking and Behavioral or Interest-based Advertising

Currently, we do not honor browser requests not to be tracked online (known as -Do Not Track-). You may opt-out, however, of being tracked for purposes of online advertising as discussed in this section.

-

We partner with third parties to either display advertising on our Site or to manage our advertising on other websites. For example, we use third parties such as network advertisers to display advertisements on our websites and other websites you may visit. Network advertisers are third parties that display advertisements based on your visits to our Site as well as other websites. This enables us and these third parties to advertise more effectively by displaying ads for products and services in which you might be interested. Third party ad network providers, advertisers, sponsors and/or traffic measurement services may use some of the technologies described in this policy, such as cookies, JavaScript, web beacons (including clear GIFs) to measure the effectiveness of their ads and to personalize advertising content to you. This helps us, and them, provide advertising content to you that is more relevant and tailored to your interests. As with links to other websites that may be found on our Site, these Tracking Technologies are governed by each third party's privacy policy, not this one.

We may provide these third-party advertisers with non-personally identifiable information about your usage of our Site and our Services, as well as aggregate or non-personally identifiable information about visitors to our Site and users of our Services. We do not provide these third parties with your Personal Information. If you don't want us to show you interest-based ads or share interest-based behavioral data with third parties, you can opt out (see below). Understand that even after opting out you will still see online ads. Opting out only means that network members from whose ad networks you have opted out will no longer deliver targeted content to you. You may continue to see interest-based advertisements from other parties from whom you have not opted out, or from companies that have not adopted the self-regulatory standards for online behavioral advertising that we follow. You will also continue to receive generic ads that aren't targeted based on your visits to multiple websites.

You may opt-out of many third-party ad networks, including those operated by members of the Network Advertising Initiative ("NAI") and the Digital Advertising Alliance ("DAA"). For more information and available choices for third-party ad networks operated by NAI and DAA members, please visit their respective websites: www.networkadvertising.org/optout_nonppii.asp (NAI) and www.aboutads.info/choices (DAA). Opting out of these networks does not otherwise limit the collection of Personal or General Information described elsewhere in this Policy.

As noted, we also participate in third party ad networks and use cookies to improve the performance of our advertising on third-party websites, including to display ads about SubletSpy products on these sites. You may control our use of the General Information we collect about your activities on our Site to display targeted SubletSpy advertising during your visits to third party websites. Opting out of participation in SubletSpy's targeted advertising does not opt you out of our use of General Information for other purposes, such as analytics supporting optimization of our Site or development of new ~~p~~Products and ~~s~~Services.

Formatted: Not Highlight

Note: If your browser is configured to reject cookies when you visit the opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your opt-out may no longer be effective. Additional information is available on TRUSTe's, NAI's and DAA's websites accessible by the above links.

Special Notice to California Consumers

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your Personal Information to third parties for the third parties' direct marketing purposes. We may share your Personal Information with our affiliates for direct marketing, but we do not sell it to or share it with unaffiliated third parties. You may request a list of our affiliates by contacting us ~~in the manner set forth in the -Contact Us- paragraph below.~~ ~~at SubletSpy.~~ You may make one request per calendar year. In your request, please attest to the fact that

you are a California resident and provide a current California address for your response. Please allow up to thirty (30) days for a response.

Your Access to Your Information

You may access, update and correct the Personal Information you have provided to us on the Site by logging into your member portal and selecting the account or member information options. If you are not a member and want to know what Personal Information we have about you, you need to contact us ~~in the manner set forth in the in writing by postal mail with this request at the address set out in the~~ Contact Us- paragraph below. ~~Please allow up to thirty (30) days for a response. We will respond to your inquiry within ten business days.~~ If you cancel your Services, we may retain your information in accordance with this section. We will retain your information as follows:

- for as long as your membership is active
- as needed to provide you Services
- as required by company policy or legal obligation
- as needed to resolve disputes
- as needed to enforce our agreements

Contact Us

If you have any questions about this Policy, please contact us using the contact forms linked from our homepage. We do not accept or respond to cold emails from non-clients and non-vetted contacts that do not use the contact form. You hereby agree that we may use and disclose any suggestions, ideas, concepts, or information (other than your Personal Information) that you provide to us regarding the Privacy Policy, our business, or any other matter, without obligation to you or any third party.

Definitions Used in this Policy

Cookies. Cookies are small text files that are stored by a user's web browser on the hard drive of a user's computer. Cookies can "remember" what information ~~("Cookie Information")~~ a user accesses on a particular web page to simplify subsequent interactions with that website by the same user, or cookies can use that information to streamline the user's transactions on related websites. The cookies we use on our Site may be "session" cookies that are erased when you leave the Site, or they may be "persistent" cookies that remain on your computer's hard drive after you leave the Site. We may also use a cookie installed by ~~third parties~~ Google, Inc. to provide us with usage information regarding the Site. The cookies we use do not capture your Personal Information. We may also set cookies when you register at the Site, and may do so without notice to or permission from you or any third party. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our Site, but features or areas of our Site may not function properly.

General Information refers to information about your use of the Site that is gathered automatically. General Information does not identify you individually, but helps us better understand how the Site is used.

Log Files. As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data.

Formatted: Font: Not Bold

~~Our, We or Us~~ refers to SubletSpy.

Personal Information means information, or a combination of pieces of information, that reasonably could allow us to identify you. Personal Information includes things like your name, address, date of birth, social security or driver's license number.

-

Third Party Information refers to information that may be gathered on our behalf or which we lawfully obtain from third parties outside of this Site.

-

Tracking Technologies refers to technologies such as Cookies, JavaScript, Web Beacons (including clear GIFs), and Flash Local Storage Objects (Flash LSOs).

Site refers to this website, www.SubletSpy.com

-

Services refers to ~~the any~~ services ~~which may be~~ offered by SubletSpy, ~~from time to time, whether~~ through ~~www.SubletSpy.com the Site~~ and/or offline, including ~~our identity protection services, credit monitoring services, mobile applications or other~~ any products or services for which you must register or enroll, as well as any on-line promotions that are associated with our Services, unless we tell you otherwise.

-

Web Beacons / ~~Gifs~~GIFs. We employ (either directly or through one of our third party advertising partners) a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our Site by educating us on what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. ~~To learn more about our advertising company's use of clear gifs, please visit the following sites:~~

— AOL: <http://adinfo.aol.com/about-our-ads/>

— Conversant Inc.: <http://www.conversantmedia.com/legal/privacy/>

— Yahoo: <https://policies.yahoo.com/us/en/yahoo/privacy/topics/webbeacons/index.htm>

— Criteo: <http://www.criteo.com/privacy/full-privacy-text/>

— YieldMo: https://admin.yieldmo.com/static/docs/privacy_policy.html

-

We also use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns.

~~You or Your~~ refers to you as a Member or User of our Site or Services.

-

* * * * *